

House Study Bill 520 - Introduced

HOUSE FILE _____

BY (PROPOSED COMMITTEE
ON JUDICIARY BILL BY
CHAIRPERSON ANDERSON)

A BILL FOR

- 1 An Act relating to the treatment and control of bed bug
- 2 infestation under the uniform residential landlord and
- 3 tenant Act.
- 4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 562A.6, Code 2011, is amended by adding
2 the following new subsection:

3 NEW SUBSECTION. 01. "*Bed bug*" means an insect of the
4 species "*cimex lectularius*", commonly referred to as bed bug.

5 Sec. 2. Section 562A.6, Code 2011, is amended by adding the
6 following new subsection:

7 NEW SUBSECTION. 001. "*Bed bug infestation*" means the
8 presence of bed bugs or signs of their presence in a quantity
9 large enough that the tenant of the dwelling unit has knowledge
10 or should have knowledge concerning the presence of bed bugs
11 in the unit.

12 Sec. 3. NEW SECTION. **562A.15A Landlord to maintain premises**
13 **free of bed bugs.**

14 1. The landlord shall maintain the premises free of a bed
15 bug infestation.

16 2. Upon provision of written notice pursuant to section
17 562A.17A, subsection 3, to a landlord from a tenant of a
18 dwelling unit that the tenant suspects the presence of bed bugs
19 in the tenant's unit, the landlord's designated pest control
20 professional shall visually inspect the unit for bed bugs
21 within seven days.

22 3. Upon conclusion that an infestation of bed bugs does
23 exist in the unit following an inspection in accordance
24 with subsection 2, the landlord shall, within fourteen days,
25 commence controlling the bed bug infestation in the dwelling
26 unit. Control of bed bugs is complete when no evidence of bed
27 bug activity has occurred in the dwelling unit for fifty days
28 after the last application of any treatment.

29 4. The landlord shall give notice to the tenant pursuant
30 to section 562A.19, subsection 3A, that the landlord requires
31 access to the dwelling unit for the purpose of inspecting or
32 controlling the infestation of bed bugs.

33 5. Except when the landlord has been grossly negligent or
34 has violated section 562A.15 or this section, the landlord and
35 the landlord's employees and agent shall not be liable to the

1 tenant or the tenant's guests, invitees, family members, heirs,
2 subtenants, or any and all successors or assigns for any and
3 all damages relating to and arising from the infestation of bed
4 bugs or the inspection for and control of bed bugs.

5 6. A landlord shall not be held liable for damages related
6 to the presence of bed bugs in the tenant's unit when a tenant
7 fails to notify the landlord of the presence of bed bugs within
8 forty-eight hours of first obtaining knowledge.

9 7. A landlord shall not be liable to the tenant or the
10 tenant's guests for any damages relating to and arising from
11 the presence of bed bugs if the tenant obstructs or inhibits
12 the ability of the landlord, the landlord's agent, or employees
13 of the landlord's designated pest control company to gain
14 access to the unit for purposes of conducting an inspection
15 and controlling bed bugs or if the tenant fails to cooperate
16 with the landlord, the landlord's agent, or employees of
17 the landlord's designated pest control company in a manner
18 determined to be necessary to satisfactorily complete requisite
19 treatments to control a bed bug infestation.

20 Sec. 4. NEW SECTION. 562A.17A Tenant to maintain property
21 free of bed bugs.

22 1. A tenant of a residential rental property shall maintain
23 the tenant's dwelling unit free of a bed bug infestation.

24 2. The failure of a tenant to report any bed bug infestation
25 within the tenant's dwelling unit within seven days after the
26 tenant moves in shall be an acknowledgment by the tenant that
27 the dwelling unit is free of bed bugs.

28 3. a. A tenant who has knowledge of or should have
29 knowledge of a bed bug infestation or who suspects the presence
30 of bed bugs in the dwelling unit based on the presence of
31 characteristic bite marks or other known indicating factors,
32 shall notify the landlord in writing, as to the presence of bed
33 bugs within forty-eight hours of obtaining knowledge.

34 b. The control of bed bugs in a dwelling unit may
35 constitute damages to the unit beyond normal wear and tear

1 and the landlord may itemize and deduct the actual bed bug
2 control costs pursuant to section 562A.12 if the tenant
3 fails to provide notice in accordance with this subsection.
4 The landlord shall have a separate cause of action for the
5 collection of costs related to the control of bed bugs that
6 exceeds a tenant's security deposit and for which the tenant is
7 liable under this subsection.

8 *c.* A tenant who fails to notify the landlord of bed bugs in
9 accordance with this subsection shall be held liable for all
10 bed bug control expenses for the unit and surrounding units
11 that are or may become infested with bed bugs. Such expenses
12 may include but are not limited to:

13 (1) The cost of the bed bug control treatment or treatments.

14 (2) The removal and replacement of carpet or flooring.

15 (3) The removal and replacement of cabinets or other
16 surfaces.

17 (4) Repainting.

18 (5) The cost borne by the landlord of housing each resident
19 displaced from a dwelling unit that became infested with bed
20 bugs as a result of the tenant's failure to notify the landlord
21 of the presence of bed bugs in accordance with this subsection.

22 4. If, after receiving notice of an inspection or control
23 procedure pursuant to 562A.15A, subsection 4, the tenant
24 obstructs or inhibits the ability of the landlord, the
25 landlord's agent, or the employees of the landlord's designated
26 pest control company to gain access to the unit for purposes of
27 conducting an inspection or controlling bed bugs, or the tenant
28 fails to cooperate with the landlord, the landlord's agent, or
29 employees of the landlord's designated pest control company in
30 a manner determined to be necessary to satisfactorily complete
31 requisite treatments to control the bed bug infestation,
32 the tenant will be found to have violated section 562A.17
33 for failure to maintain the dwelling unit in a way that has
34 materially affected health and safety. A violation of this
35 subsection entitles the landlord to terminate the tenancy and

1 seek damages.

2 5. a. The tenant shall comply with protocol set by the
3 landlord, the landlord's agent, and the landlord's designated
4 pest control company, which is deemed necessary to carry out
5 control of a bed bug infestation including but not limited
6 to pretreatment activities, evacuation of the dwelling unit
7 during and after treatment for a specified period of time, the
8 completion of all posttreatment activities, and the immediate
9 reporting of ineffective treatment or a new infestation of bed
10 bugs to the landlord.

11 b. Failure to strictly comply with the protocol set by the
12 landlord, the landlord's agent, and the pest control company in
13 accordance with this subsection will result in the tenant being
14 financially responsible for all pest control treatments of the
15 unit and surrounding units that are or may become infested
16 with bed bugs as a result of the tenant's noncompliance. Such
17 expenses may include but are not limited to:

18 (1) The cost of the bed bug control treatment or treatments.

19 (2) The removal and replacement of carpet or flooring.

20 (3) The removal and replacement of cabinets or other
21 surfaces.

22 (4) Repainting.

23 (5) The cost borne by the landlord of housing each resident
24 displaced from a dwelling unit that became infested with bed
25 bugs as a result of the tenant's failure to notify the landlord
26 of the presence of bed bugs in accordance with this subsection.

27 6. A tenant of a dwelling unit shall not apply any bed
28 bug control technique including but not limited to poisoning,
29 spraying, fumigating, trapping, or any other recognized and
30 lawful pest elimination method.

31 7. The landlord and tenant may agree in writing that the
32 tenant is wholly responsible for any and all bed bug control
33 costs associated with, or arising from, infestation of the
34 tenant's dwelling unit.

35 Sec. 5. Section 562A.19, subsection 1, Code 2011, is amended

1 to read as follows:

2 1. The tenant shall not unreasonably withhold consent
3 to the landlord to enter into the dwelling unit in order
4 to inspect the premises, make necessary or agreed repairs,
5 decorations, alterations, or improvements, supply necessary
6 or agreed services, conduct an inspection for bed bugs or
7 control a bed bug infestation, or exhibit the dwelling unit to
8 prospective or actual purchasers, mortgagees, tenants, workers,
9 or contractors.

10 Sec. 6. Section 562A.19, Code 2011, is amended by adding the
11 following new subsection:

12 NEW SUBSECTION. 3A. If the purpose of entry is to conduct
13 an inspection for bed bugs or to control a bed bug infestation,
14 the landlord shall give the tenant at least twenty-four hours'
15 written notice of the landlord's intent to enter.

16 EXPLANATION

17 This bill adds language to the uniform residential landlord
18 and tenant Act regarding bed bugs in residential rental
19 property units. The bill provides that both the landlord
20 and the tenant shall maintain the dwelling unit free of an
21 infestation of bed bugs. The bill provides that the tenant's
22 failure to report a bed bug infestation within seven days
23 of moving in is an acknowledgment that the unit is free of
24 bed bugs. The bill requires the tenant of a dwelling unit
25 to report any bed bug infestation within 48 hours of when
26 the tenant obtained knowledge of the infestation, should
27 have obtained knowledge of the infestation, or suspected
28 the presence of bed bugs. A tenant's failure to notify the
29 landlord within 48 hours results in the tenant becoming liable
30 for bed bug control expenses, as specified in the bill, for the
31 unit and surrounding units, and the expenses may be deducted
32 from the tenant's security deposit. If the tenant fails to
33 inform the landlord of the presence of bed bugs, the tenant
34 cannot hold the landlord liable for damages related to the
35 presence of bed bugs in the unit.

1 The bill provides that a landlord's designated pest control
2 professional must visually inspect a unit within seven
3 days of the landlord's receipt of notice of a potential bed
4 bug infestation from a tenant. The landlord shall begin
5 controlling the bed bug infestation in the dwelling unit within
6 14 days of the conclusion that an infestation exists in the
7 unit. The landlord must give 24 hours' written notice to
8 the tenant when the landlord requires access to the unit for
9 purposes of inspecting for bed bugs or controlling a bed bug
10 infestation. The bill provides that a landlord is not liable
11 to the tenant for any damage relating to and arising from the
12 bed bug infestation or control of bed bug infestation except
13 when the landlord was grossly negligent or if the landlord
14 violates the statutory duty to maintain the premises in fit
15 condition.

16 The bill also provides that the tenant may not obstruct or
17 inhibit the ability of the landlord, the landlord's agent, or
18 employees of the pest control company from accessing the unit
19 to inspect the unit for bed bugs or to control the bed bug
20 infestation. If a tenant fails to cooperate satisfactorily or
21 fails to allow access after receiving notice of entry into the
22 unit, the tenant will be in violation for failing to maintain
23 the dwelling unit in a way that has materially affected health
24 and safety. The bill provides that a landlord may terminate
25 and seek damages for a tenant's failure to allow access or
26 failure to cooperate. If the tenant fails to allow access or
27 fails to cooperate, neither the tenant nor the tenant's guests
28 may hold the landlord liable for any damages relating to the
29 presence of bed bugs.

30 The bill provides that a tenant also must comply with control
31 protocol set forth by the landlord, the landlord's agent, and
32 the pest control company. The tenant's failure to do so will
33 result in the tenant becoming financially responsible for all
34 pest control treatments of the unit and surrounding units that
35 are or may become infested with bed bugs as a result of the

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1 tenant's noncompliance. The bill provides that a tenant is
2 prohibited from applying any bed bug control techniques. The
3 bill further provides that a landlord and tenant may agree in
4 writing that the tenant is responsible for bed bug control
5 costs pertaining to infestation of the tenant's dwelling unit.